

FEDERAL RECYCLING PROGRAM

GENERAL SERVICES ADMINISTRATION  
FEDERAL RECYCLING PROGRAM  
CONTRACT SPECIFICATION

RECYCLING CLAUSES TO BE INSERTED IN SERVICE (I.E., JANITORIAL,  
TRASH REMOVAL) CONTRACTS FOR THE COLLECTION AND SALE OF  
RECYCLABLE MATERIALS

NOTE IN SECTION B:

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All costs associated with the handling, transportation and sale of recyclable materials shall be included in the base price for the initial year and all option periods of the contract.

The Contractor shall retain any proceeds that result from the sale of recyclable materials covered by this contract. The bid price shall reflect any amount attributable to the value of recyclable materials.

SECTION C INSERTS:

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Recyclable Materials. The Contractor shall handle, transport and ensure the recycling-of all materials intended to be recycled. Materials intended to be recycled are: [complete as appropriate]. All materials that are intended to be recycled (i.e., materials in recycling containers or otherwise designated by the COR to be recycled) shall be recycled unless prior approval is received from the CO, or his/her designee. For example, materials intended to be recycled cannot be landfilled (or disposed of in any manner other than to recycle) without prior approval by the CO, or his/her designee.

All recyclable materials generated in the building shall be collected and removed from the areas designated in Part III, Section J, Exhibit (insert appropriate exhibit number] to an area designated by the COR. Recycling containers shall be free of residue and any plastic liners shall not be torn, worn or contain residue. Overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Additional or special pickups may be required on an irregular basis. Pickups shall be accomplished within 24 hours of notification by the COR. Payment for these pickups will be based on the hourly rate specified for additional services in this contract.

All work shall be coordinated and scheduled through the COR.

Locating and contracting with a recycling vendor (i.e., a processor or mill) is the sole responsibility of the Contractor.

The Contractor shall identify all recyclable materials by type (and grade, if appropriate) and quantity (i.e., number of containers and/or weight) prior to their being transported from the facility(s). Receipts for all materials shall be immediately obtained by the Contractor upon transfer of the materials to a recycling vendor.

Receipts shall identify all materials by type (and grade, if appropriate) and quantity. Records of what was transported from the facility(s) and receipts obtained shall be made available to the COR upon request. The method of identifying materials prior to transportation from the facility(s), obtaining receipts and keeping records of these transactions shall be approved by the CO, or his/her designee, prior to starting work.

Recyclable materials shall not be handled, stored or transported in any manner that promotes a safety or health hazard.

[Optional Insert:] All orders for pickups shall be coordinated by the COR, or his/her designees).

Storage Containers. The Contractor shall provide the necessary storage containers and other equipment for use in Government-designated storage areas in sufficient quantities for the removal and storage of the recyclable material accumulations prior to removal by the Contractor.

a. Container Type. [insert any specifics for storage containers] The COR shall approve all container styles and types prior to placement.

b. Container Responsibility. The Contractor shall be responsible for the delivery, maintenance, and removal of storage containers and equipment, throughout the contract period. The Contractor-supplied containers must be kept free from holes, vermin, or foreign matter which might cause injury, stain clothing or furniture, and the containers must not emit unpleasant odors. If any Contractor-provided container emits unpleasant odors, as identified by the COR, it shall be immediately corrected by the Contractor at his expense. All Contractor-supplied equipment and materials will remain the property of the Contractor during and subsequent to the contract period.

c. Container Exclusions. Canvas hampers will not be provided, delivered or picked up by the Contractor for the purpose of storage or transporting used beverage cans (UBCS) or used glass containers (UGCs).

d. Container Placement and Pickup Schedule. See Section-J. [Optional Insert if the Contractor is to supply recycling collection containers:] The Contractor shall furnish all containers utilized for the receipt and collection of recyclable materials. Containers provided for recycling shall conform to the following requirements:

- o Containers whose volume exceeds 10 gallons:
  - Construction
  - Nonmetallic and/or metal construction.
  - Equipped with tight fitting lid, cover or top.
  - The lid, cover or top may have opening(s).

Opening(s) in the lid of the container may not exceed 40 percent of the surface area of the lid.

- Location
  - Limited to general office space, lobbies, corridors and rest rooms.
  - Limited to nonsmoking areas.
  - Limited to areas where the containers do not interfere with occupant egress.
- o Containers whose volume is less than 10 gallons:
  - Construction
    - Nonmetallic and/or metal construction.
    - No lid, cover or top is required.
  - Location
    - Limited to general office space.
    - Limited to nonsmoking areas.
    - Limited to areas where the containers do not interfere with occupant egress.

The containers shall be composed of recycled material to the maximum extent practicable regardless of the material the containers are made of. The containers shall be approved by the CO, or his/her designee, prior to use. Damaged containers shall be replaced by the Contractor.

[insert the following paragraph (3) if recyclable paper is covered by this contract:]

Restriction on Use. Recyclable paper purchased under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material, or any other form of records as files, records, or for the information contained therein.

[optional insert (Paragraph 4) if classified documents are to be recycled]

Destruction of Material Covered Under the Privacy Act. Certain accumulations of recyclable paper sold under this contract will contain classified or confidential information which is covered by the Privacy Act of 1974 (Public Law 93-579). This material shall be shredded or pulped at no cost to the Government. Certification showing that the material has been destroyed shall be forwarded to the Custodian from where the records were moved within fifteen (15) days from the receipt of the file record material.

The Contractor shall install and maintain any equipment necessary for the destruction of the recyclable paper within the boundaries of the contract area(s), unless otherwise approved by the CO, or his/her designee. If temporary storage is necessary, the storage area shall be securely locked at all times and under the supervision of the Contractor or its representative. The Contractor shall be responsible for the security of the recyclable paper from the time of pickup until it has been destroyed. Any loss of recyclable paper due to Contractor neglect may result in termination of this contract. GSA reserves the right to inspect the Contractor's destruction equipment and facilities at any time.

Certain lots of material may require destruction under the supervision of a representative of the holding agency or GSA. This material shall be taken directly to the Contractor's destruction facility from the service location in conveyances sealed by the Government. These conveyances shall be opened only in the presence of the representative at the Contractor's facility and the contents destroyed without any undue delay. Pickups requiring a Government representative to be present for destruction shall be scheduled within his/her normal duty hours, including travel time.

Any national security information which has been classified under the provision of Executive Order 12356, or any subsequent order relating to the classification system for national security information, shall not be disposed of through the use of this contract.

NOTE: The Contractor will not be expected to shred or remove any shredded material cut into less than one-quarter inch strips or destroyed by a "crisscross" shredding device **[requirements under this NOTE may vary with local markets]**.

SECTION J INSERT: Recycling Material Collection/Pickup.  
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Container Location	Number of Containers	Capacity	Pickup Schedule
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**[If locations are apt to change frequently, you may want to state a number of containers per floor and state that a recycling sticker will be placed on each door or door plate identifying container location.]**

**RECYCLING CLAUSES TO BE INSERTED IN SERVICE CONTRACTS  
FOR THE COLLECTION AND SALE OF RECYCLABLE MATERIALS**

**A GUIDELINE**

RECYCLING CLAUSES TO BE INSERTED IN SERVICE (I.E., JANITORIAL,  
TRASH REMOVAL) CONTRACTS FOR THE COLLECTION OF  
RECYCLABLE MATERIALS

NOTE IN SECTION B:

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All costs associated with the collection and handling of recyclable materials shall be included in the base price for the initial year and all option periods of the contract.

SECTION C INSERT:

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Recyclable Materials. The Contractor shall collect and remove all materials intended to be recycled. Materials intended to be recycled are: **[complete as appropriate]**.

All recyclable materials generated in the building shall be collected and removed from the areas designated in Part III, Section J, Exhibit **[insert appropriate exhibit number]** to an area designated by the COR. Recycling containers shall be free of residue and any plastic liners shall not be torn, worn or contain residue. overflow of materials from containers shall be picked up from the floor of the area used to collect and consolidate the materials.

Additional or special pickups may be required on an irregular basis. Pickups shall be accomplished within 24 hours of notification by the COR. Payment for these pickups will be based on the rate specified for additional services **[coordinate this with the existing additional services clause in the service contract]** in this contract.

All work shall be coordinated and scheduled through the COR.

Recyclable materials shall not be handled, stored or transported in any manner that promotes a safety or health hazard.

**[Optional Insert:]** All orders for pickups shall be coordinated by the COR, or his/her designees).



**[Optional Insert if the Contractor is to supply recycling collection containers:]** The Contractor shall furnish all containers utilized for the receipt and collection of recyclable materials. Containers provided for recycling shall conform to the following requirements:

- o Containers whose volume exceeds 10 gallons:
  - Construction
    - Nonmetallic and/or metal construction.
    - Equipped with tight fitting lid, cover or top.
    - The lid, cover or top may have opening(s).

Opening(s) in the lid of the container may not exceed 40 percent of the surface area of the lid.

- Location
  - Limited to general office space, lobbies, corridors and rest rooms.
  - Limited to nonsmoking areas.
  - Limited to areas where the containers do not interfere with occupant egress.
- o Containers whose volume is less than 10 gallons:
  - Construction
    - Nonmetallic and/or metal construction.
    - No lid, cover and top is required.
  - Location
    - Limited to general office space.
    - Limited to nonsmoking areas.
    - Limited to areas where the containers do not interfere with occupant egress.

The containers shall be composed of recycled material to the maximum extent practicable regardless of the material the containers are made of. The containers shall be approved by the CO, or his/her designee, prior to use. Damaged containers shall be replaced by the Contractor.

**SECTION J INSERT: Recycling Material Collection/Pickup.**

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Container Location	Number of Containers	Capacity	Pickup Schedule
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**[If locations are apt to change frequently, you may want to state a number of containers per floor and state that a recycling sticker will be placed on each door or door plate identifying container location.]**

**RECYCLING CLAUSES TO BE INSERTED IN SALES CONTRACTS  
FOR THE COLLECTION OF RECYCLABLE MATERIALS**

**A GUIDELINE**

**RECYCLING CLAUSES TO BE INSERTED IN SALES CONTRACTS  
FOR THE COLLECTION OF RECYCLABLE MATERIALS**

NOTE IN SECTION B:

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All costs associated with the collection and handling of recyclable materials shall be included in the base price for the intimal year and all option periods of the contract.

SECTION C INSERT:

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Recyclable Materials. The Contractor shall collect and remove all materials intended to be recycled. Materials intended to be recycled are: **[complete as appropriate]**.

All recyclable materials generated in the building shall be collected and removed from the areas designated in Part III, Section J, Exhibit **[insert appropriate exhibit number]** to an area designated by COR. Recycling containers shall be free of residue and any plastic liners shall not be torn, worn or contain residue. Overflow of materials from containers shall be picked up from the area used to collect and consolidate the materials.

Additional or special pickups may be required on an irregular basis. Pickups shall be accomplished within 24 hours of notification by the COR.

All work shall be coordinated and schedule through the COR.

Recyclable materials shall not be handled, stored to transported in any manner that promotes a safety or health hazard.

**[Optional Insert:]** All orders for pickups shall be coordinated by COR, or his/her designee(s).

SECTION J INSERT: Recycling Material Collection/Pickup.

Container Location	Number of Containers	Capacity	Pickup Schedule
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**[If locations are apt to change frequently, you may want to state a number of containers per floor and state that a recycling sticker will be placed on each door or door plate identifying container location.]**

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## PART I - THE SCHEDULE

The information collection requirements contained in this solicitation/ contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 30900163.



**RETURN WITH BID**

<b>SALE OF GOVERNMENT PROPERTY—BID AND AWARD</b>		INVITATION FOR BIDS NO.	PAGE NO.	FORM APPROVED OMB NO. <b>29-R0022</b>
ISSUED BY		ADDRESS YOUR BID TO		
FOR INFORMATION CONTACT (Name & tel. no.)		BIDS WILL BE OPENED AT (Place, date and time)		

Sealed bids in \_\_\_\_\_ copy(ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, ( \_\_\_\_\_ edition) and Special Sealed Bid Conditions, SF 114C-1, ( \_\_\_\_\_ edition) ☐; Special Sealed Bid-Term Conditions SF 114C-2, ( \_\_\_\_\_ edition) ☐; all incorporated herein by reference; and such other special terms and conditions ☐ attached or ☐ incorporated herein by reference and identified as \_\_\_\_\_. (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT ☐ IS NOT REQUIRED: ☐ IS REQUIRED IN AN AMOUNT NOT LESS THAN \_\_\_\_\_% OF THE TOTAL BID, MADE PAYABLE TO:

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, within \_\_\_\_\_ calendar days after date of award, and to remove the property within \_\_\_\_\_ calendar days after date of award by the Government.

**BID** (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within \_\_\_\_\_ calendar days (60 calendar days if no period after date of Bid opening, *REFER TO PART IV, SECTION K* less than 10 calendar days in any case) attached is the bid deposit, when required by the invitation, in the amount of \$ \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ of the Bid(s) is \$ \_\_\_\_\_ and

**BIDDER REPRESENTS THAT:** (Check appropriate boxes).

- (1) He/She ☐ has, ☐ has not, inspected the property on which he/she is bidding.
- (2) He/She ☐ is, ☐ is not, an ☐ individual or a ☐ small business concern. (See CFR, Title 41, Chapter 1 Part 121, Sec. 121.3-9, for the definition of amount of the bid(s) exceeds \$25,000.)
- (3) (a) He/She ☐ has, *REFER TO PART IV, SECTION K* on (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code) (Type or print)	SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	
TELEPHONE NUMBER:  BIDDER IDENTIFICATION NO. (If applicable):	SIGNER'S NAME & TITLE (Type or print)	DATE OF BID

**ACCEPTANCE BY THE GOVERNMENT** (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED	UNITED STATES OF AMERICA  BY _____ (Contracting Officer)	DATE OF ACCEPTANCE
TOTAL AMOUNT	CONTRACT NUMBER(S)	NAME AND TITLE OF CONTRACTING OFFICER

## PART I

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1. Description of Services. The Contractor shall provide all management, supervision, labor, materials, supplies and equipment (except as specifically designated "provided by the Government") and shall plan, schedule, coordinate and assure effective completion of all contract requirements described herein.

2. Bid/Offer. **[NOTE: In addition to considering situations A and B below, if market conditions will permit (i.e., if the market is stable), you may desire a flat unit price bid instead of a percentage factor. Also, the term of the contract (number of option periods) can vary depending on local market conditions and qualified vendor availability.]**

#### **[SITUATION A:]**

**[Use the following if the price of the recyclable material(s) cannot be determined by a published index:] In order to determine stock prices for [insert appropriate recyclable material], the Government will conduct a market survey with the following end users on the [insert appropriate day of the month]: [complete as appropriate]**

The Government will divide the total stock prices obtained by **[insert appropriate number in accordance with the above number of end users surveyed]** in order to determine the "average" stock price for the preceding month. The percentage factor bid under Part I, Section B, below, will be applied to the "average" stock price to determine the unit price. The unit price will be multiplied by the estimated quantity to arrive at a total price per recyclable material. The totals will then be added together to arrive at the aggregate total.

#### **[SITUATION B:]**

**[Use the following if the price of the recyclable material(s) can be determined by a published index:] In order to determine prices for [insert appropriate recyclable material], the Government will use the highest announced price quoted in the [insert appropriate index], on the [insert appropriate day of the month] for the previous month in which the pickup is accomplished. The percentage factor bid under Part 1, Section B will be applied to the highest announced price to determine the unit price. The unit price will be multiplied by the estimated quantity to arrive at a total price per recyclable material. The totals will then be added together to arrive at the aggregate total.**

**[NOTE: For bid purposes, the index value and/or end user survey value for each type of material covered by this contract should be clearly stated, valid and fixed at the time of solicitation.]**

a. Base Bid for Initial 12 Month Period.

Type of Material	Estimated Yearly Weight Per [insert pound or ton]	Bid Price Per [insert pound or ton]
(1) [insert geographical area, or buildings (refer to III.J.1)]		
(1a) [insert appropriate recyclable material]	_____	_____
(1b) [insert appropriate recyclable material]	_____	_____
(1c) [insert appropriate recyclable material]	_____	_____
(2) [insert geographical area]		
(2a) [insert appropriate recyclable material]	_____	_____
(2b) [insert appropriate recyclable material]	_____	_____
(2c) [insert appropriate recyclable material]	_____	_____

**[NOTE: The above format is based on the use of a flat unit price. If you use a percentage factor format instead of the unit price format, your bid sheet should contain an additional column which addresses the stock price (for bid purposes only) provided by Situation A and/or Situation B as set forth on page I-B-1. The header for the final column should then be changed to read "Percentage Bid Per [insert pound or ton]" instead of "Bid Price Per [insert pound or ton]".]**

b. Option Lot I - First Additional 12 Month Period.

**[NOTE: insert additional line items, geographical categories and option years, as appropriate.]**

3. Note to offerors:

- a. Offerors are not required to submit a bid for each geographical area. Instead, offerors have the option to bid on only one geographical area, more than one geographical area, or all geographical areas as desired. However, Offerors must submit a bid for each line item within a geographical area.
- b. This solicitation should be read in its entirety to ensure that the Offeror is fully cognizant of contract requirements.
- c. Offerors are cautioned to pay particular attention to the definitions provided at Part III, Section J, Exhibit 3.
- d. Contractors should submit an offer for the removal of recyclable materials at indoor and/or outdoor pickup points.
- e. You must quote a price for the initial 12 month period and (insert appropriate number] option periods in order to be considered for award.

## PART I

### SECTION C - DESCRIPTION/SPECIFICATIONS

General Note: The Contracting Officer and the Contracting Officer's Representative will hereafter be referred to as the CO and the COR, respectively.

#### 1. General.

a. This solicitation is for interested parties who wish to submit offers for the purchase of recyclable materials generated by Government-owned and Government-operated premises and other locations in the **[insert geographical area]**.

b. Contractors are invited, urged, and cautioned to inspect the locations prior to submitting an offer. Potential Offerors should contact [insert appropriate contact, including address and telephone number], for an on-site inspection of facilities to be serviced.

2. Scope of Work. The Government shall designate locations from which the Contractor is to remove accumulations of recyclable materials. Locations may be vacated or changed or other locations added, with the actual accumulation of recyclable materials varying in quality and quantity.

a. Recyclable Materials. The Contractor shall handle, transport and ensure the recycling of all materials intended to be recycled. Materials intended to be recycled are: **[complete as appropriate]**. All materials that are intended to be recycled (i.e., materials in recycling containers or otherwise designated by the COR to be recycled) shall be recycled unless prior approval is received by the CO, or his/her designee. For example, materials intended to be recycled cannot be landfilled (or disposed of in any manner other than to recycle) without prior approval by the CO, or his/her designee. A verbal request and approval is acceptable. Once a request is received, the CO, or his/her designee, will respond by close of business the following work day.

All work shall be coordinated and scheduled through the COR.

Recyclable materials shall not be handled, stored or transported in any manner that promotes a safety or health hazard.

#### **[Optional Insert (paragraph b):]**

b. All orders for pickups shall be coordinated by the COR, or his/her designees).

**[Optional insert (paragraph c) if the Contractor is to supply recycling collection containers:]**

c. The Contractor shall furnish all containers utilized for the receipt and collection of recyclable materials. Containers provided for recycling shall conform to the following requirements:

- o Containers whose volume exceeds 10 gallons:
  - Construction
    - Nonmetallic and/or metal construction.
    - Equipped with tight fitting lid, cover or top.
    - The lid, cover or top may have opening(s).

Opening(s) in the lid of the container may not exceed 40 percent of the surface area of the lid.

- Location
  - Limited to general office space, lobbies, corridors and rest rooms.
  - Limited to nonsmoking areas.
  - Limited to areas where the containers do not interfere with occupant egress.
- o Containers whose volume is less than 10 gallons:
  - Construction
    - Nonmetallic and/or metal construction.
    - No lid, cover or top is required.
  - Location
    - Limited to general office space.
    - Limited to nonsmoking areas.
    - Limited to areas where the containers do not interfere with occupant egress.

The containers shall be composed of recycled material to the maximum extent practicable regardless of the material the containers are made of. The containers shall be approved by the CO, or his/her designee, prior to use. Damaged containers shall be replaced by the Contractor.

d. Estimated weights. Estimated weights of the recyclable materials are based on the best available Government information at the time of issuance of this solicitation. The Government does not guarantee these estimated weights. The Contractor will be billed by the General Services Administration -(GSA) on the actual weight of recyclable materials removed from the designated pickup locations.

e. Storage Containers. The Contractor shall provide the necessary storage containers and other equipment for use in Government-designated storage areas in sufficient quantities for the storage of the recyclable material accumulations prior to removal by the Contractor. Recycling containers shall be free from residue. Overflow of materials from containers shall be picked from the floor of the area used to collect and consolidate the materials.

(1) Container Type. [insert any specifics for storage containers] The COR shall approve all container styles and type prior to placement.

(2) Container Responsibility. The Contractor shall be responsible for the delivery, maintenance, and removal of storage containers and equipment, throughout the contract period. The Contractor-supplied containers must be kept free from holes, vermin, or foreign matter which might cause injury, stain clothing or furniture, and the containers must not emit unpleasant odors, as identified by the COR, it shall be immediately corrected by the Contractor at his expense. Failure by the Contractor to take action to correct containers emitting odors will be grounds for finding the Contractor in default and could cause the termination of this contract. (See Section I.) All Contractor supplied equipment and materials will remain the property of the Contractor during and subsequent to the contract period.

(3) Container Exclusions. Canvas hampers will not be provided, delivered or picked up by the Contractor for the purpose of storage or transporting food and beverage containers (i.e., plastic, glass and metal).

(4) Container Placement. The Contractor shall submit all proposed container locations to the COR, for approval, prior to placement at each pickup site by the Contractor.

**[Insert the following paragraph (3) if recyclable paper is covered by this contract:]**

3. Restriction on Use. Recyclable paper purchased under this contract shall be used or sold as recyclable paper only. The Contractor shall not use, allow access to, or offer for resale any papers, documents, file record material, or any form of records as files, records, or for the information contained therein.

**[Optional insert (Paragraph 4) if classified documents are to be recycled - this can be made to apply only to specific buildings and not all, if appropriate]**

4. Destruction of Material Covered Under the Privacy Act. Certain accumulations of recyclable paper sold under this contract will contain classified or confidential information which is covered by the Privacy Act of 1974 (Public Law 93-579). This material shall be shredded or pulped at not cost to the Government. Certification showing that the material has been destroyed shall be forwarded to the Custodian from where the records were moved within fifteen (15) days from the receipt of the file record material.

The Contractor shall install and maintain any equipment necessary for the destruction of the recyclable paper within the boundaries of the contract area(s), unless otherwise approved by the CO, or his/her designee. If temporary storage is necessary, the storage area shall be securely locked at all times and under the supervision of the Contractor or its representative. The Contractor shall be responsible for the security of the recyclable paper from the time of pickup until it has been destroyed. Any loss of recyclable paper due to Contractor neglect may result in loss of recyclable paper due to Contractor neglect may result in termination of this contract. GSA reserves the right to inspect the Contractor's destruction equipment and facilities at any time.

Certain lots of material may require destruction under the supervision of a representative of the holding agency or GSA. This material shall be taken directly to the Contractor's destruction facility from the service location in conveyances sealed by the Government. These conveyances shall be opened only in the presence of the Government representative at the Contractor's facility and the contents destroyed without any undue delay. Pickups requiring a Government representative to be present for destruction shall be scheduled within his/her normal duty hours, including travel time.

Any national security information which has been classified under the provision of Executive Order 12356, or any subsequent order relating to the classification system for national security information, shall not be disposed of through the use of this contract.

**NOTE:** The Contractor will not be expected to shred or remove any shredded material cut into less than one-quarter inch strips or destroyed by a "crisscross" shredding device **[requirements under this NOTE may vary with local markets]**.



5. Supervision.

a. The Contractor shall supervise the removal, transportation, weighing, and disposal of the property to ensure compliance with the terms and conditions of this contract.

b. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor shall be responsible for taking disciplinary actions with respect to his employees as may be necessary.

c. The CO may require removal from the job site of Contractor's employees deemed to be unsuitable or otherwise objectionable or whose continued employment under the contract is deemed to be contrary to the public interest or inconsistent with the best interests of the Government.

6. Delivery, Loading, and Removal of Property. The Contractor shall accomplish removal of the recyclable materials within the prescribed time period, as shown under paragraph 6.d. below, and furnish all necessary labor, materials, and transportation for loading and removal of the recyclable materials.

a. Normal Pickups. Removal of recyclable materials will occur during normal operating hours of the holding agency, unless otherwise defined in this specification. There will be no pickups required on Saturdays, Sundays, and Federal holidays.

b. Special Pickups. Some locations may have limits on maximum truck height clearances which will require the Contractor to verify clearances at each pickup site.

c. Minimum Pickup Quantities. Each building identified in Part III, Section J, Exhibit 1, will have a minimum of [insert appropriate minimum quantity per each recyclable material - this may vary depending on the market] available for pickup prior to calling the Contractor for removal. However, the Contractor will have the option of removing smaller quantities of recyclable materials with the consent of the COR.

d. Pickup Schedules. The Contractor shall remove the recyclable materials within (insert minimum time frame - this may vary depending on the market] from the time of notice from the COR or the holding agency's authorized representative. A complete listing of holding agency's authorized representatives will be provided to the Contractor by contract start date. Failure by the Contractor to remove the recyclable materials within the time specified or to comply with all other terms of the contract may result in the Contractor's default in performance of this contract.

e. Contractor Equipment. The Government will not be held responsible for damage to the Contractor's equipment. All Contractor-equipment shall be properly maintained by the Contractor so as to minimize mechanical problems and breakdowns.

f. Transporting Responsibility. All recyclable materials shall be secured in such a manner by the Contractor as to prevent such from dropping off the conveyance while being transported.

g. Building Loading Docks. The Contractor shall leave the service loading area at each building where recyclable materials are picked up in a clean and orderly condition (see Part III, Section J, Exhibit 1 for any site specific loading dock requirements).

7. Contractor Responsibilities for Government Properties.

a. Responsibility for Government Property. The Contractor assumes full responsibility for and shall indemnify the Government against all loss or damage to any and all Government property, including any equipment, supplies, accessories, or parts furnished to the Contractor while in the performance of this contract. This includes repairs or services performed under the terms of this contract, resulting in whole, or in part, from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or his subcontractors.

b. Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claim, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee or agent, or representative of the Contractor or subcontractor.

c. Damage to Government Property from Causes Other than Contractor's Negligence. Nothing in paragraphs 7.a. and 7.b. above, shall be considered to preclude the Government from receiving the benefit of any insurance the Contractor may carry which provides for indemnification for loss or destruction of or damage to property in the custody and care of the Contractor where such loss, or destruction of, or damage to, Government property is not the fault of the Contractor. Upon request of the CO, the Contractor shall, at the Contractor's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments of assignments in favor of the Government) in obtaining recovery.

8. Monthly Billing Procedures.

a. Calculations for Monthly Statements. The Contractor will be billed by GSA and payment will be made by the Contractor on a monthly basis. The GSA Accounts Receivable Branch (6BCR) will send a statement to the Contractor for the total net weight of all property removed during the billing period from the using agency. A billing price per [insert ton or pound] will be determined for each type of recyclable material removed during that month using the procedure outlined in paragraph "b" below.

b. Unit Pricing.

**[SITUATION A:]**

**[Use the following if the price of the recyclable materials cannot be determined by a published index:]** In order to determine stock prices for [insert appropriate recyclable material], the Government will conduct a market survey with the following end users on the first [insert appropriate weekday] of each month: **[complete as appropriate]**

The Government will divide the total stock prices obtained by [insert appropriate number in accordance with the above number of end users surveyed] in order to determine the "average" stock price for the preceding month. The percentage factor bid under Part I Section B, will be applied to the "average" stock price in order to determine the bid price per pound and/or ton, for the previous month in which the pickup is accomplished.

**[SITUATION B:]**

**[Use the following if the price of the recyclable materials can be determined by a published index:]** In order to determine prices for [insert appropriate recyclable material], the Government will multiply the appropriate percentage figure found under Part I, Section B, by the highest announced price quoted in the **[insert appropriate index]**, on the first [insert appropriate weekday] of each month, for the previous month in which the pickup is accomplished.

**[The following paragraph (c) is optional.]**

c. Minimum Monthly Billing Amounts. **[The purpose of this clause is so the Government will not have to pay if the Contractor submits a claim because that particular market has a negative published index price. Therefore, this would only apply if the material removed or sold is of a higher quality than the market index (e.g., if the market index is mixed paper, but the material removed or sold is actually partially composed of higher grade paper.)]**

Regardless of the market conditions, the Government will not bill the Contractor less than \$[insert appropriate amount per ton or pound for each recyclable material].

d. Determining Net Weight for Payment: The net weight per ticket will normally be determined by first weighing the loaded truck (gross weight) and then subtracting both the weight of the truck itself (tare weight) and the weight of any containers (container weight).

Net Weight = Gross Weight less Container Weight.

Tare Weight = Weight of the empty truck.

Gross Weight = Total Weight of the tare weight plus the weight of the truck's load.

Container Weight = Weight of any hampers, carts, trays or pallets used to contain the recyclable materials.

e. Receipt and Verification. The Contractor shall identify all recyclable materials by type (and grade, if appropriate) and quantity (i.e., number of containers and/or weight) prior to being transported from the facility(s). Receipts for all materials shall be obtained immediately by the Contractor upon transfer of the materials to a recycling vendor.

Receipts shall identify all materials by type (and grade, if appropriate), quantity and price paid for each. Records of what was transported from the facility(s) and receipts obtained shall be made available to the COR upon request. The method of identifying materials prior to transportation from the facility(s), obtaining receipts and keeping records of these transactions shall be approved by the CO, or his/her designee, prior to starting work.

[A procedure such as the following (f) can be used:]

f. Weighing Procedures. The Contractor shall weigh the recyclable materials within a maximum period of 24 hours after removal from the holding agency's building, excluding weekends and Federal holidays.

(1) Weighing shall be performed on Government scales whenever available. If Government scales are not available, the Contractor shall arrange for and pay all expenses for weighing the recyclable materials on certified scales or other scales acceptable to the CO.

(2) All Contractor trucks shall be weighed empty enroute to the designated pickup location and weighed again when loaded on return from the pickup location. These weights shall be recorded on the Recyclable Material Delivery Order Ticket by the weighmaster and supported by a certified scale ticket for each weighing.

(3) If a truck contains more than one type of recyclable container, the description and weight of each container shall be recorded on the Recyclable Delivery Order Ticket. The appropriate Recyclable Delivery Order Ticket number shall be stated on all scale tickets.

(4) A Recyclable Material Delivery Order Ticket shall be completed in original plus 4 copies for each pickup location. The Contractor shall indicate on the ticket his name, contract number, truck number, date, and container pickup location. At the pickup location, the Government representative shall record the type of material, based on his/her visual observation, and the number and types of containers. Both the authorized Government representative and the Contractor shall sign the ticket upon its completion and the Contractor shall leave copy 4 and copy 5 with the Government representation.

(5) The Government representative shall submit copy 4 of the signed Recyclable Material Delivery Order Ticket to [insert COR's appropriate title (name can be used, but it may change over the term of the contract) and address], within twenty-one (21) days after removal and shall retain copy 5 for agency records. Copy 1, 2 and 3 shall be signed and noted or stamped with the date and hour by the weighmaster subsequent to the weighing of the loaded truck. The Contractor shall send the original copy (copy 1) and copy 2, along with the appropriate scale tickets to the above address within twenty-one (21) days after removal and shall retain copy 3 for its records. THE INFORMATION ON EACH RECYCLABLE DELIVERY ORDER TICKET MUST BE COMPLETE TO ENSURE PROPER BILLING.

(6) The Contractor shall be accountable for the Recyclable Material Delivery Order Ticket once it is received by him or his representative. If a ticket is voided or lost, the Contractor shall furnish the Co with the voided ticket or a written explanation for the lost ticket. Failure by the Contractor to provide the Co with a satisfactory explanation for the lost ticket or continued loss of tickets may result in actions taken against the Contractor to recover monies and expenses due to the voided or lost Recyclable Material Delivery Order Tickets.

g. Contractor's Payment: The Contractor shall make full payment as prescribed in Section G.

h. Adjustment of Billing to the Contractor: The Contractor shall have 15 days from the invoice date to request any adjustment to his bill. A written letter, along with a copy of the invoice, shall be forwarded to [insert appropriate address]. No request for adjustment shall be accepted after this period.

9. Title. Title to the recyclable materials sold under this contract shall vest in the contractor when removal is effected.

## PART I

### SECTION D - PACKAGING AND MARKING

1. Payment of Postage and Fees. All postage and fees related to submitting information, including forms, reports, etc., to the CO or the COR shall be paid by the Contractor.
2. Marking. All information submitted to the CO or the COR shall clearly indicate the contract number of the contract for which the information is being submitted.

## PART I

### SECTION E - INSPECTION AND ACCEPTANCE

#### 1. The Role of Government Personnel and Responsibilities for Contract Administration.

a. Contracting Officer (CO). The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to the CO's authorized representative.

b. Contracting Officer's Representative (COR).

**[insert appropriate contact, including address and telephone number]**

is designated to assist the CO in the discharge of the CO's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, taking into account any reports from the using agencies designated representatives acting as liaison between the Contractor and using agencies, when necessary; ensuring compliance with the contract requirements through periodic visits to the Contractor's facilities; assisting in the resolution of any issues that arise with regard to Contractor performance; and, advising the CO of any factors which may prevent performance of work.

**[the following (paragraph c) is an optional clause for use if a user agency is to have direct contact with the Contractor]**

c. Using Agency Designated Representative. Unless otherwise specified, Government agencies using this contract have primary responsibility for the administration of the contract as it applies to the agency. As such, the using agency designated representative is the individual appointed by the COR as its authorized agent responsible for ensuring that all contract requirements are carried out as specified in the contract. The using agency designated representative's responsibilities include: responsibility for the administration of the contract as it applies to the agency, (i.e., placing pickup orders directly with the Contractor); inspecting, accepting, or rejecting the services performed; advising the CO, or the COR, of deficiencies in orders for material pickup; and, advising the CO, or the COR, of Contractor performance problems and any actions taken resulting from reported problems.



2. Inspection of Services.

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all-times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the Government.

(e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract' requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

## PART I

### SECTION F - DELIVERIES OR PERFORMANCE

1. Place of Performance. This contract, once effective, shall provide service to the locations identified in Part III, Section J, Exhibit 1. **[insert the following, if appropriate: Potential service locations under this contract are identified at Part III, Section J, Exhibit 2. Services may be required at these locations at some future time, either during the initial 12 month contract period or any options periods, and will be incorporated into the contract as required. The locations added to the contract will be designated by the CO only. The Contractor will be notified in writing of locations being added, the effective date that pickups are to start, and the name of the using agency's authorized representative.]**
2. Term of the Contract. After award, the successful bidder will be given a written notice to proceed, and shall provide contractual services for a one (1) year period commencing on the day specified in the notice to proceed. Work under this contract is expected to commence on or about [insert appropriate date]. The Notice to Proceed will provide for at least [insert appropriate time frame] days preparation time before commencement of the work.
3. Option to Extend the Term of the Contract.
  - a. The Government shall have the unilateral option of extending the term of this contract for **[insert appropriate number]** consecutive additional periods of twelve (12) months each.
  - b. The Government may extend the term of this contract under the same terms and conditions by written notice to the Contractor; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
  - c. If the Government exercises this option, the extended contract shall be considered to include this option provision.
  - d. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **[insert appropriate number]** Months.
4. Reporting Requirements. All reports, schedules, plans, receipts, tickets, or any other submittal provided by the Contractor are subject to approval by the CO or COR.

## PART I

### SECTION G - CONTRACT ADMINISTRATION DATA

1. Payment. The Contractor shall make payments on a monthly basis in arrears upon receipt of a monthly statement from the General Services Administration (GSA), Accounts Receivable Branch. Payment shall be due within fifteen (15) calendar days from the billing date following the period for which services were performed by the Contractor. In the event this contract begins or ends during the month, Contractor's payments will be for statements rendered to date. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract. In the event the Government is required to have another Contractor come in and perform contract requirements, as a result of the Contractor's nonperformance, the Contractor will be responsible for any and all additional costs generated as a result of his nonperformance.

Any inquiries regarding Contractor's monthly payment to the Government shall be directed to the following:

General Services Administration  
Accounts Receivable Branch (6BCRC)  
1500 East Bannister Road  
Kansas, MO 64131-3088  
Telephone: (816) 926-7552

Payments must be made in the form of cash, traveler's checks, certified checks, cashier's checks, postal or commercial money orders (including Canadian postal money orders designed for payment in the United States which are acceptable in U.S. dollars at the stated face value), Federal Home Loan Bank Money orders, properly endorsed Government checks (Federal, State, or local), irrevocable commercial letters of credit, Master Card and Visa Credit or any combination of the above. Uncertified personal or business checks are unacceptable.

**[INSERT LANGUAGE SPECIFIC TO THE ITEM DESCRIPTION'S MARKET VALUE DETERMINATION AND ANY OTHER FACTORS HAVING A BEARING ON THIS MATTER, INCLUDING SITUATIONS IN WHICH A NEGATIVE MARKET VALUE OCCURS.]**

Full payment must be made within fifteen (15) calendar days from the date of billing. If full payment is not made within the days specified, on the sixteenth (16th) calendar day forward interest will begin to be charged in accordance with the clause entitled "Interest" in Part II, Section I.

## PART I

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

**[The first two paragraphs are optional (#1 and 2) and may not need to be inserted if the Contractor will not enter any of the facilities - this can be made to apply to specific buildings and not all, if appropriate.]**

1. Identification/Building Pass. The Contractor shall see that every new employee has a GSA/Contractor identification/building pass before the employee enters on duty. GSA personnel, designated by the COR, shall furnish and fill out these passes using GSA Form 15, Building Pass. The Contractor and the COR shall sign each pass issued. The Contractor shall see that all passes are returned to the COR as his employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date. The Contractor shall see that all employees carry their passes with them during duty hours and show them upon request. The COR or other GSA personnel designated by him shall periodically verify passes of Contractor employees with their personal identification.

2. Security Clearance Requirements (Nonclassified Contract). Unless otherwise specified, the Contractor will submit to the COR at least 5 work days before the starting date of the contract, one completed Form FD-258, "Fingerprint Chart" and one completed GSA Form 176, "Statement of Personal History" for the Contractor and all employees who have access to the building in performance of the contract work.

These forms will be submitted for replacement employees before entrance on duty. Necessary forms will be furnished by the Government. If the CO receives an unsuitable report on any employee after processing of the forms, or if the COR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

For employees cleared through this process while employed by a Contractor who is subsequently replaced by another Contractor in the same building, the new Contractor shall - only be required to submit another set of these forms if the employee has not been cleared within the last 3 years, or if required by the COR. All contract employees are required to be cleared every 3 years.

The Government shall have and exercise full and complete control over granting, denying, withholding or terminating clearances for employees. The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor.

However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Government.

### 3. Criminal Liability

It is understood that disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

### 4. Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

### 5. Marking of Equipment

Trucks and containers shall be clearly marked with the Contractor's company name or logo.

### 6. Licensing of Drivers

Truck drivers are required to carry a valid drivers license that meets all state and local requirements.

## PART II

### SECTION I - CONTRACT CLAUSES

[The CO is responsible for including, in full text, the following clauses current at the time of solicitation without the FAR references cited. An example of this is included, in full text, as set forth in this section.

1. 52.202-1, Definitions
2. 52.214-29, 52.215-33, Order of Precedence
3. 52.203-3, Gratuities
4. 52.203-5, Covenant Against Contingent Fees
5. 52.222-1, Notice to the Government of Labor Disputes
6. 52.237-2, Protection of Government Buildings, Equipment, and Vegetation
7. 52.232-17, Interest
8. 52.233-1, Disputes
9. 52.228-5, Insurance - Work on a Government Installation
10. 52.249-8, Default
11. 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.]
12. SF 114C, Sale of Government Property General Sale Terms and Conditions
13. SF 114C-2, Sale of Government Property Special Sealed Bid Term Conditions

**[NOTE: The Affirmative Action for Special Disabled and Vietnam Era Veterans Clause (52.222-35), Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (52.222-37), and the Equal Opportunity clause (52.222-26) and related certifications (52.222-21, 52.222-22, and 52.222-25) should be included (without citations) if the contract will involve payments to GSA in excess of \$10,000 and the Contractor will perform an appreciable amount of work under the terms and conditions of the contract. The same rule would apply to the Affirmative Action for Handicapped Workers clause (52.222-36) except that the dollar threshold of \$2,500 applies instead of \$10,000. All of these requirements may be waived by the Secretary of Labor.]**

1. DEFINITIONS

(a) "CO" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the CO acting within the limits of their authority as delegated by the CO.

(b) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

2. ORDER OF PRECEDENCE

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

3. GRATUITIES

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. COVENANT AGAINST CONTINGENT FEES

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by the contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

5. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the CO.



(b) The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, or all relevant information concerning the dispute.

6. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (Applies when services are performed on Government installation.)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the CO directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost.

7. INTEREST

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor, a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

## 8. DISPUTES

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) Except as provided in the Act all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a certain sum, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine requests for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the CO for a written decision. A claim by the Government against the Contractor shall be subject to written decision by the CO.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that

--

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the CO must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the CO must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The CO's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the CO receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the CO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the CO.

## 9. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the CO in writing that the required insurance has been obtained. The Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the CO upon request.

10. Default.

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Remove the property within the time specified or any extension thereof or make payment within the time required; or,

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or,

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivision (1)(i) above, may be exercised if the Contractor does not cure such failure within 24 hours after receipt of the notice from the Contracting Officer specifying the failure. The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) In the event the government terminates this contract in whole or in part, it may sell the property covered by this contract to another purchaser and have the terminated portion of the contract performed by contract or otherwise under such terms and in such manner as the Contracting Officer may deem appropriate. The Contractor and its surety shall be liable for any loss occasioned the Government by such termination.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor.

Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6)

quarantine, restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

(e) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(f) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 11. Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting officer, in writing, before entering into such subcontracts. The notice must include the following:

(a) The name of the subcontractor;

(b) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(c) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(d) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

# SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

PAGE

## 1. INSPECTION.

*REFER TO PART IV, SECTION L* <sup>property</sup> <sub>at the</sub>

## 2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

## 3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening

*DELETED*

specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

## 4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on

*SEE ATTACHED MODIFICATION*

checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written modification referred to which are not accompanied by the property bid deposit will be summarily rejected.

## 5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to

*SEE ATTACHED MODIFICATION*

single total price in the Total Price Bid column or the Bidder should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

## 6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase

*REFER TO PART I, SECTION G*

becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly

refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

## 7. TITLE.

*REFER TO PART I, SECTION C*

## 8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the

*REFER TO PART I, SECTION C*

shall be allowed. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

## 9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day notice of default (calculated from date of mailing) and upon

*REFER TO PART II, SECTION I*

within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 25 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the

purchase price is less than \$25. *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents. *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically advise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

#### 10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the Government.

#### 11. INTEREST.

~~Interest shall be on the purchase price of this contract, unless paid, until~~

*REFER TO PART II, SECTION I*

~~and until paid.~~

#### 12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight," the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight," the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

#### 13. WEIGHING, SWITCHING, AND SPOTTING.

~~Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching~~

*DELETED*

~~both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.~~

#### 14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

#### 15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

#### 16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser. Further, no interpretation of any provision of the

contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his designated representative.

#### 17. COVENANT AGAINST CONTINGENT FEES.

(a) The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to obtain this contract.

*REFER TO PART II, SECTION I*

~~nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.~~

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

#### 18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### 19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.

(a) The Purchaser certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Purchaser or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the

*REFER TO PART II, SECTION K*

~~contrary to subparagraphs (a)(1) through (a)(3) above; or~~

(2)(i) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(ii) As an authorized agent, does certify that the principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Purchaser deletes or modifies subparagraph (a)(2) above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 20. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

#### 21. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including

members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Bidder or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Bidder or Purchaser, its agents, servants or employees after the property has been removed from Government control.

## **22. WITHDRAWAL OF PROPERTY AFTER AWARD.**

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

## **23. ELIGIBILITY OF BIDDERS.**

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

## **24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.**

It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

## **25. DEFINITIONS.**

As used herein, the following terms shall have the meaning set forth below:

(a) "Telegraphic bid" and "telegraphic notice" include bids and notices by telegram or by mailgram.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) A "small business concern" for the purpose of the sale of Government-owned property is a concern which can qualify under the small business classification criteria referenced in 13 CFR § 121.3-9.



**[INSERT AFTER SF 114C (as modified)]**

**MODIFICATION TO STANDARD FORM 114C (REVISED 6-86)**

THE FOLLOWING PARAGRAPHS ARE MODIFIED TO READ AS FOLLOWS:

4. **FORMS OF BID DEPOSITS AND PAYMENTS** - This Article is deleted and substituted by the following:

**BID GUARANTEE**

(a) Each bid must be accompanied by a bid guarantee in the amount of [Contracting officer will insert either a dollar amount or express the amount of the Bid Guarantee as a percentage of the bid price] which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in paragraph (c), below.

(b) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(c) The bidder shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, postal or commercial money orders (including Canadian postal money orders designed for payment in the United States which are acceptable in U.S. dollars at the stated face value), Federal Home Loan Bank Money orders, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States, or properly endorsed Federal, State, or local Government check. Payment may also be made in any combination of the above. Any credit instrument used shall be made payable in U.S. currency. Uncertified personal or business checks are unacceptable.

(d) The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(e) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting officer may terminate the contract for default.

(f) Unless otherwise specified in the bid, the bidder will (1) allow 60 days for acceptance of its bid and (2) give bond within 10 days after receipt of the forms by the bidder.

(g) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

5. BID PRICE DETERMINATION - This Article is deleted and substituted by the following:

Bids will be solicited on a unit price or percentage factor basis. Bidders will insert their unit prices or percentage factors in the space provided for each item. These prices shall be used for the purposes of bid evaluation, award, and all phases of contract administration.

# SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID—TERM CONDITIONS

INVITATION FOR BIDS NO.

PAGE

**A. BID DEPOSITS.**

All bids must be accompanied by a bid deposit which must be in the possession of the Contracting Officer by the time set for bid opening. Bid deposits shall be in the form prescribed in Condition No. 4, General Sale Terms and Conditions (Standard Form 114C). Unless otherwise provided in the Invitation, a bid deposit of 20% of the estimated total contract price is required on sales not exceeding one year; sales exceeding one year's duration will require a bid deposit computed at 20% of the total price estimated for one year's removal of property. Deposit Bond-Individual

~~Insurance for the bid opening, and, except for delay attributable to personnel of the sales office or their designees, would have been received on time. In no event will hand-carried bids or withdrawals be considered if delivered to the Contracting Officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.~~

**D. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.***SEE ATTACHED MODIFICATION**DELETED*

~~The deposit submitted by the purchaser will be retained by the Government and applied against the last delivery effected under the contract. At the option of the successful bidder, a Performance Bond (Standard Form 25) may be substituted by the successful bidder for his bid deposit at any time after notification of award of the contract. Any bid which is not timely supported by a proper bid deposit may be rejected as non-responsive. Any bid deposit received after bid opening will be considered in the same manner as late bids.~~

**E. TERMINATION.**

Unless otherwise provided in the Invitation, this contract may be terminated by either party without cost to the Government upon 30 days' written notice to the other, to be calculated from the date the notice is mailed.

**B. MODIFICATION OR WITHDRAWAL OF BIDS.**

~~Bids may be modified or withdrawn by written or telegraphic~~

*REFER TO PART II, SECTION L*

~~bid deposit.~~

**C. CONSIDERATION OF LATE BIDS, MODIFICATIONS, OR WITHDRAWALS.**

~~Bids and modifications or withdrawals thereof, must be in the~~

*REFER TO PART II, SECTION L*

~~the Contracting Officer by the time and date set forth in the~~

**F. FAILURE TO PERFORM.**

In the event the Purchaser fails to make payment as required by Condition No. 6, General Sale Terms and Conditions (Standard Form 114C), or fails to remove the property as required by Condition No. 8, General Sale Terms and Conditions, and fails to cure the default within the time allowed by the notice given in accordance with Condition No. 9, General Sale Terms and Conditions, the Purchaser will lose all right, title and interest which he might otherwise have acquired in and to the property as to which the default occurred and said Condition No. 9, is modified to provide that the Government shall be entitled to retain or collect as liquidated damages a sum equal to 20% of the contract price for the quantity estimated to be generated within a 30-day period.

**G. AWARD OF CONTRACT.***REFER TO PART II, SECTION I*

~~party.~~

**[INSERT AFTER SF 114C-2 (as modified)]**

**MODIFICATIONS TO STANDARD FORM 114C-2**

THE FOLLOWING PARAGRAPH IS MODIFIED TO READ AS FOLLOWS:

A. **BID DEPOSITS** - This Article is deleted and substituted by the following:

(1) **Bid Deposit**. Each bid must be accompanied by a bid deposit in the amount of (insert appropriate dollar amount), which must be in the possession of the CO by the time set for bid opening. Bid deposits shall be in the form prescribed in Article 4 of SF 114C as modified. Any bid which is not timely and supported by a proper bid deposit will be rejected as nonresponsive. Deposits of unsuccessful bidders will be returned when award is made; that of the successful bidder will be returned when his Performance Bond is received by the Government. Bid deposits received after bid opening will be considered in the same manner as a late bid.

(2) **Performance Bond**. Within 10 days after Notice of Award, the successful bidder shall furnish a Performance Bond (Standard Form 25), for the faithful performance of the contract. The bond amount shall be **[insert appropriate percentage]** percent of the total estimated dollar amount of the item awarded. In the event two or more items are awarded to a successful bidder, the amount of the Performance Bond shall be the aggregate amount of the Performance Bonds for each individual item. This bond shall remain in effect until 120 days after the final date of the contract period. The successful bidder shall not be permitted to begin performance until the bond has been received.

**[Contracting Officer will ensure that a Performance Bond is obtained for any option years included in the contract.]**

OFFERORS SHOULD NOTE THAT CONDITIONS 6, 8, AND 9 OF THE STANDARD FORM 114-C REFERRED TO IN ARTICLE F (FAILURE TO PERFORM) OF THE STANDARD FORM 114C-2 ARE MODIFIED FOR THE PURPOSES OF THIS SOLICITATION AS ANNOTATED ON PAGE II-I-9.

PART III

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBIT 1

LIST OF KNOWN SERVICE LOCATIONS

GEOGRAPHICAL LOCATION

AUTHORIZED REPRESENTATIVE

1. [Insert geographical locations and buildings within each - or insert buildings coordinate this with I-B-2]

[Use this column if a representative other than the COR will be used]

[NOTE: Insert any site specific requirements for pickups.]

PART III, SECTION J

EXHIBIT 2

LIST OF POTENTIAL SERVICE LOCATIONS

**IMPORTANT: THE LOCATIONS LISTED ON THIS EXHIBIT WILL BE ADDED TO THE CONTRACT BY THE CO ONLY, AS REQUIRED. THE CONTRACTOR WILL BE NOTIFIED, IN WRITING, OF LOCATIONS BEING ADDED, THE EFFECTIVE DATE THAT PICKUPS ARE TO START, AND THE NAME OF THE USING AGENCY'S AUTHORIZED REPRESENTATIVE, IF APPROPRIATE. NO PICKUPS ARE TO BE MADE AT THESE LOCATIONS UNLESS SO INFORMED BY THE CO.**

GEOGRAPHICAL LOCATION

1. [Insert geographical locations]

\

[NOTE: Insert any site specific requirements for pickups.]

## PART III, SECTION J

### EXHIBIT 3

#### DEFINITIONS

**[NOTE: When issuing this specification in final, incorporate local industry definitions or industry definitions from the Institute for Scrap Recycling Industries (ISRI), such as the PS 90 which deals with paper. The PS 90 is included in the accompanying desk guide.]**

**[Insert appropriate additional definitions - all recyclable materials covered by this contract should be defined. Acceptable contamination percentages and definitions of certain-materials, such as grades of paper, will be determined by your local market.]**

1. ALUMINUM CANS: Shall consist of old, decorated or clear, aluminum cans, which may contain some dirt, liquid and/or other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up.
2. AMBER (BROWN) GLASS: Shall consist of old brown glass bottles, jars, and other containers, generally free of clear and green glass, and may contain some dirt, liquid and/or other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up.
3. AUTHORIZED AGENCY REPRESENTATIVE: The individual(s) designated by the holding agency as having authorization to contact the Contractor as required by the contract.
4. CARBON INTERLEAF: Consists of sheets of computer printout with alternating carbon Interleaf.
5. COMPUTER PRINTOUT: Consists of white sulfite or sulfate papers in forms manufactured for use in data processing machines. This grade may contain colored stripes and/or impact or non-impact (e.g., laser) computer printing, and may contain not more than [insert appropriate percentage] of groundwood in the packing. All stock must be untreated and uncoated.
6. CONTRACTOR CONTAINERS: Those containers provided by the Contractor and approved by the COR, to store and transport recyclable materials at the holding agency's storage area to the loading dock at each location identified in Exhibits 1 and 2.
7. CONTRACTOR PAYMENT: Payment, made by the Contractor to the U.S. Government, for the removal of UBCs and UGCs from locations identified in Exhibits 1 and 2.

8. CORRUGATED CONTAINERS: Consists of baled corrugated containers having liners of either test liners, jute or kraft.
9. CULLET: Crushed glass, any color.
10. EMERALD (GREEN) GLASS: Shall consist of old green glass bottles, jars, and other containers, generally free of clear and brown glass, and may contain some dirt, liquid and/or other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up.
11. FILE STOCK: Consists of discarded correspondence files, record files as determined and developed by the Government without limitations as to prohibitive materials and/or outthrows.
12. FLINT (CLEAR) GLASS: Shall consist of old clear glass bottles, jars, and other containers, generally free of colored glass and may contain some dirt, liquid and/or other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up.
13. HARD WHITE SHAVINGS: Consists of shavings or sheets of all untreated white bond ledger or writing papers. Must be free from printing and groundwood.
14. HEAVY BOOKS: Consists of dry, clean, used and overissued books and magazines; stitchless stock; quire waste; and similar printed matter. This category grade may contain such bleached sulfite and sulfate books and magazines adulterated with fine groundwood as are acceptable to the consumer.
15. HOLDING AGENCY: The Government agency and location which has been identified in Exhibits 1 and 2 and which has the right to store and request, by their authorized representative, pick up by the Contractor of UBCs and UGCs as required.
16. LOADING DOCK: The Government designated area at each building location identified in Exhibits 1 and 2 where the Contractor trucks are to pick up and empty the recyclable material storage containers.
17. MANILA TABULATING CARDS: Consists of manila-colored cards, predominantly sulfite or sulfate, which have been manufactured for use in tabulating machines. This grade may contain manila-colored tabulating cards with tinted margins.
18. MISCELLANEOUS LEDGER: Consists of printed or unprinted sheets, shavings and cuttings of colored or white sulfite or sulfate ledger, bond, writing and other papers which have a similar fiber and filler content. This grade must be free of treated, coated, padded or heavy printed stock.



19. NEWS: Consists of newspapers containing less than 5% of other papers.
20. NOTIFICATION: The request, by the authorized agency representative, to the Contractor for scheduling the removal of UBCs and UGCs from the holding agency.
21. OUTTHROWS FOR PAPER: All papers that are so manufactured, or treated, or are in such a form as to be unsuitable for consumption as the grade specified.
22. OUTTHROWS FOR USED BEVERAGE CONTAINERS (UBC): Outthrows for UBCs is any material that is not a used metal or aluminum beverage container.
23. OUTTHROWS FOR USED GLASS BEVERAGE CONTAINERS (UGC):

Outthrows for UGCs:

- Metals (aluminum caps and steel lids)
- Stones and dirt
- Neck rings from bottles
- Ceramic cups, dishes and ovenware
- Light bulbs
- Plate glass, safety and window glass Heat-resistant glass such as Pyrex
- Lead-based glass such as crystal or TV tubes

24. PAPER:

Grade 1: Computer printout, white ledger, hard white shavings, and manila tabulating cards or any combination thereof. No more than [insert appropriate percentage] total outthrows or prohibitive materials by volume.

Grade 2: Various grades of paper, including miscellaneous ledger, file stock, wet strength, corrugated containers, heavy books, carbon Interleaf (computer printout only), groundwood computer printout, and contaminated Grade I paper or any combination thereof. No more than [insert appropriate percentage] total outthrows or prohibitive materials by volume.

Grade 3: News. No more than [insert appropriate percentage] total outthrows or prohibitive materials by volume.

25. PROHIBITIVE MATERIALS:

a. For Paper and Paper Products:

(1) Any materials which by their presence in packing of material in excess of the amount allowed, will make the packing unusable as the type of material specified.

(2) Any materials that may be damaging to equipment.

b. For Food and Beverage Containers:

(1) Any materials which by their presence in packing of material in excess of the amount allowed, will make the packing unusable as the type of material specified.

(2) Any materials that may be damaging to equipment.

(3) Excessive amounts of liquid.

26. TON: The term ton, as used in this contract, means short ton, which is equivalent to 2000 pounds.

27. UBCS: Also known as Used Beverage Cans (UBC); the old can stock shall consist of, for the most part, non-ferrous metals; however, some tin and other metals may be present. Used can stock shall be mainly clean used aluminum cans, decorated or clear, free of dirt, liquid and other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up.

28. UGCS: Also known as Used Glass Containers (UGC); the old glass stock shall consist of clean used glass bottles and containers, decorated or free of labels of plastic or paper, free of dirt, liquid and other foreign contamination. Contamination shall not consist of more than [insert appropriate percentage] of the total weight of any load picked up. UGCs may consist of three (3) different colors of glass containers; however, all UGCs will be separated as to the type of color picked up.

29. WET STRENGTH: Consists of sheets and shavings of all white ledger or bond and wet-strength treated paper. This grade must be free from solid color printing and groundwood.

30. WHITE LEDGER: Consists of printed or unprinted sheets, shavings, guillotined books, quire waste, and cuttings of white sulfite or sulfate ledger, bond, writing paper, and all other papers which have a similar fiber and filler content. This grade must be free of treated, coated, padded or heavy printed stock.

## PART IV

### SECTION K - REPRESENTATIONS AND INSTRUCTIONS

#### MINIMUM BID ACCEPTANCE PERIOD

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of \_\_\_\_ **[the Contracting Officer shall insert the number of days] calendar days.**

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement. The bidder allows the following acceptance period:

\_\_\_\_\_ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within: (1) the acceptance period stated in paragraph (c) above; or, (2) any longer acceptance period stated in paragraph (d) above.

REPRESENTATIONS AND-CERTIFICATIONS REFERENCE

))))))  
Date of  
Offer

))))))

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE BOXES AND FILL IN BLANKS.)

(a) Representation. The offeror represents and certifies as part of its offer that it [ ] is or [ ] is not a small business concern.

(b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards for SIC Code 4953, Refuse Systems, which is established at \$6 million in annual receipts.

## 2. TYPE OF BUSINESS ORGANIZATION

The bidder/offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, a nonprofit organization, or a joint venture;

(b) If the bidder/offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in [Insert Country].

## 3. CERTIFICATE REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐ has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF ANY AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the CO if, at any time prior to contract award, the offeror learns that his certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the CO may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the CO may terminate the contract resulting from this solicitation for default.

#### 4. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## 5. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror-- (NOTE: For interpretation of the representation, including the term "bona fide employee," see CFR, Title 41, Subpart 101-45.313.)

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the CO and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the CO--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.



## PART IV

### SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. Insurance Requirement. Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$50,000 per occurrence for property damage and \$500,000 per occurrence for bodily injury. (See paragraph entitled "Insurance Work on a Government Installation" in Part II, Section I.)
2. Site Visit. Bidders are invited, urged and cautioned to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. Failure to inspect shall be at the risk of the bidder, and in no event shall failure to inspect the site constitute grounds for a claim after contract award. Potential bidders should contact [insert the name, title and telephone number of the person designated to coordinate site visits on behalf of the Government] to make necessary arrangements.
3. Qualifications of Offerors.
  - A. Each offeror submitting a bid/offer on the work required by this contract may be requested to submit evidence of their experience, qualifications, financial responsibility and ability to carry out the terms of the contract.
  - B. Failure to sufficiently document competency in performing comparable contracts and to demonstrate acceptable financial resources, personnel staffing, plant and equipment will be a factor in considering possible rejection of the offer on responsibility grounds.

4. Bidder Submissions. Each offeror submitting a bid/offer on the work required by this contract is required to submit with its bid the following:

- A. Sale of Government Property - Bid and Award (Standard Form 114) (2 copies).
- B. Bid/Offer for Basic Services (2 copies).
- C. Representations and Certifications (Pages IV-K-2 through 11).
- D. Minimum Bid Acceptance Period (Page IV-K-1).
- E. Related Company Experience.

Failure to comply with the above may result in a determination by the CO that the bid is nonresponsive.

FIGURE L-1

RELATED COMPANY EXPERIENCE

1. Contract-Information:
  - a. Customer's Name:\_\_\_\_\_
  - b. Customer's CO:  
Name:\_\_\_\_\_ Title:\_\_\_\_\_  
  
Address:\_\_\_\_\_  
  
Area Code/Telephone Number:\_\_\_\_\_
  - c. Contract Number:\_\_\_\_\_
  - d. Place of Performance:\_\_\_\_\_
  - e. Period of Performance:\_\_\_\_\_
  - f. Brief Description of Services Provided:\_\_\_\_\_  
\_\_\_\_\_
  - g. Dollar Amount of Contract (Total):\_\_\_\_\_
2. Contract Information:
  - a. Customer's Name:\_\_\_\_\_
  - b. Customer's CO:  
Name:\_\_\_\_\_ Title:\_\_\_\_\_  
Address:\_\_\_\_\_  
Area Code/Telephone Number:\_\_\_\_\_
  - c. Contract Number:\_\_\_\_\_
  - d. Place of Performance: \_\_\_\_\_
  - e. Period of Performance:\_\_\_\_\_
  - f. Brief Description of Services Provided:\_\_\_\_\_
  - g. Dollar Amount of Contract (Total):\_\_\_\_\_

3. Contract Information:

- a. Customer's Name: \_\_\_\_\_
- b. Customer's CO:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
- c. Contract Number: \_\_\_\_\_
- d. Place of Performance: \_\_\_\_\_
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: \_\_\_\_\_
- g. Dollar Amount of Contract (Total): \_\_\_\_\_

4. Contract Information:

- a. Customer's Name: \_\_\_\_\_
- b. Customer's CO:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
- c. Contract Number: \_\_\_\_\_
- d. Place of Performance: \_\_\_\_\_
- e. Period of Performance: \_\_\_\_\_
- f. Brief Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
- g. Dollar Amount of Contract (Total): \_\_\_\_\_

5. Contract Information:
- a. Customer's Name: \_\_\_\_\_
  - b. Customer's CO:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
  - c. Contract Number: \_\_\_\_\_
  - d. Place of Performance: \_\_\_\_\_
  - e. Period of Performance: \_\_\_\_\_
  - f. Brief Description of Services Provided: \_\_\_\_\_
  - g. Dollar Amount of Contract (Total): \_\_\_\_\_

6. Contract Information: \_\_\_\_\_
- a. Customer's Name: \_\_\_\_\_
  - b. Customer's CO: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Area Code/Telephone Number: \_\_\_\_\_
  - c. Contract Number: \_\_\_\_\_
  - d. Place of Performance: \_\_\_\_\_
  - e. Period of Performance: \_\_\_\_\_
  - f. Brief Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_
  - g. Dollar Amount of Contract (Total): \_\_\_\_\_

## SOLICITATION PROVISIONS

### (SEALED BID)

#### 1. SOLICITATION DEFINITIONS - SEALED BIDDING

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

#### 2. EXPLANATION TO PROSPECTIVE BIDDERS

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

#### 3. AMENDMENTS TO INVITATIONS FOR BIDS

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

#### 4. SUBMISSION OF BIDS

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

5. FAILURE TO SUBMIT BID

Recipients of this solicitation not responding with a bid should not return the solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitation for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Was sent by U.S. Postal Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having

been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any-time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **7. FALSE STATEMENTS IN BIDS**

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.



## PART IV

### SECTION M - EVALUATION FACTORS FOR AWARD

#### 1. Evaluation of Options:

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base year of the requirement. Evaluation of options will not obligate the Government to exercise the option(s).

#### 2. Formula for Award:

The offeror has the option to submit an offer on (1) one geographical area, (2) more than one geographical area, or (3) all geographical areas, as desired. Offers will be evaluated by comparing one bid/offer for a geographical area against other offers for the same geographical area.

##### A. **[insert geographic area]**

1. The percentage factor from Section B, paragraph 2.a.(1), for the initial 12-month period will be applied to the stated **[insert "Stock price based on user survey conducted on (date)" or "Announced price in the (insert index) on (date)"]** in order to establish the unit price for evaluation per recyclable material. The unit price will be multiplied by the estimated quantity to arrive at a total price per recyclable material. The totals will then be added together to arrive at the aggregate total.

2. The percentage factor from Section B, paragraph 2.b.(1), for the Option Lot I renewal period will be applied to the stated **[insert "Stock price based on User Survey conducted on (date)" or "Announced price in the (insert index) on (date)"]** in order to establish the unit price for evaluation per recyclable material. The unit price will be multiplied by the estimated quantity to arrive at a total price per recyclable material. The totals will then be added together to arrive at the aggregate total.

**[repeat, as necessary, in accordance with the number of option periods]**

3. The total price to be used to establish the high offer for the, **[insert geographic area]** geographical area shall be determined by adding 1. through [insert number] above to arrive at the **[insert total number, including options]** year aggregate contract price.

B. **[repeat geographic areas, as necessary]**

3. Contract Award - Sealed Bidding

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will result in the highest dollar return or otherwise be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, and (2) waive informalities or minor irregularities in bids received.

(c) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.